

CY16 ANNUAL COOPERATIVE WILDLAND FIRE MANAGEMENT OPERATING PLAN

Between

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE Cherokee National Forest

Modification 1 to FS Agmt No. 15-FI-11080400-006 and DUNS No. **929332484**
and the

STATE OF TENNESSEE Department of Agriculture, Division of Forestry DUNS No. **124113291**

PREAMBLE

This operating plan is prepared pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. 15-FI-11080400-006 signed and dated 3/4/2015.

The agencies to this agreement are the State of Tennessee, Department of Agriculture, Division of Forestry, hereinafter called "TDF" and the United States Department of Agriculture, Forest Service, Cherokee National Forest hereinafter called the "USFS".

This plan should be reviewed each year and if there are any questions, any need for corrections, or additions, a joint meeting will be held to revise the plan. The review should be complete by December 30 of each year and any revisions made and approved by January 30 of the following year.

INTERAGENCY COOPERATION

Interagency Dispatch Centers: The Tennessee Interagency Coordination Center (TICC) will be staffed with Forest Service personnel at no cost to the Division of Forestry. The Division of Forestry may provide personnel assistance to TICC during periods of high mobilization activities at no cost to the Forest Service.

The Tennessee Interagency Coordination Center (TICC) will be located at the Cherokee National Forest Supervisor's Office in Cleveland, TN. TICC will be the primary coordination center for Agencies to this Agreement for wildfire and all-hazard incident resource ordering requests. TICC provides incident support by coordinating the mobilization of resources, and has no initial attack dispatching responsibilities. Initial attack dispatching will be the responsibility of each individual agency.

Incident priorities during periods of scarce or inadequate resources will be based on criteria such as life and personnel safety, structure protection, special Congressionally-delegated areas with high or unusual resource values, sensitive habitats agency designated special areas, and general incident management.

Interagency Resources: All wildfire resources shall be qualified in assigned positions as per agency requirements. Agencies to this agreement shall only dispatch qualified responders to other partners when assistance is requested. Agencies to this agreement will accept the responder qualifications certified under the supporting agencies' qualification standards.

PREPAREDNESS

Protection Planning: Agency wildfire personnel and equipment may be made available to assist other Agencies to this Agreement, upon request. Agencies to this agreement will provide information about available resources for wildland fire suppression, upon request.

Protection Areas and Boundaries: Agencies to this agreement have the following wildfire protection responsibilities on lands within the legislative boundaries or designated ownership as:

USDA Forest Service

All lands administered by the Cherokee National Forest in Tennessee.

State of Tennessee

All lands owned either privately or by the state in Tennessee.

Reciprocal Fire Assistance: The closest available resources will initiate suppression action on any wildfire on reciprocally protected lands regardless of land ownership. The reciprocal area is identified by a one mile buffer each side of Federal ownership boundaries. The Protecting Agency will not be required to reimburse the Supporting Agencies for its costs of fire suppression within the reciprocal area, with the exception of air tanker operations.

For wildfires located outside of the one-mile reciprocal area, agencies may provide assistance upon request of the Protecting Agency. Supporting federal agencies will not bill the State, or vice versa, for ground resources support for the first 48 hours, unless agreed to in writing. Helicopter operations exceeding the first 24 hours, air tanker operations and national resources are reimbursable resources.

Training: The Agencies to this Agreement will cooperate to assure that training opportunities are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources and facilities. Each agency will be responsible for their own incurred training costs including, but not limited to, travel, salary, instructor support, facilities, and materials.

Fire Prevention Policies: The Agencies to this agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will assure that fire prevention goals and activities are planned at local levels. Specific fire prevention plans should be developed by local interagency fire management personnel. The Agencies to this Agreement may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention teams, cooperatives, organizations, or groups, where applicable.

Public Use Restrictions: Closure orders, red flag alerts and burn bans may be put into effect by either agency under its authority; however, before such action is taken, both agencies will determine the seriousness of the situation and every reasonable effort will be made to insure uniform and simultaneous action by both agencies.

Burning Permit Procedures: Burning permits are required for prescribed fires and outdoor burning between October 15 and May 15. Permits will be issued only by TDF by calling a local Division of Forestry office. Campfires in developed National Forest campgrounds and disbursed recreation areas are exempt.

Prescribed Fire and Fuels Management: Notification processes shall conform to local policies that govern prescribed burning operations for each agency. Agencies agree to share maps and information concerning identified prescribed fire areas of mutual significance.

Smoke Management: Cherokee National Forest smoke management planning and implementation will conform to the regulations of the USFS, Region 8 Smoke Management Guide and Tennessee State requirements. Those projects performed exclusively on Tennessee State jurisdictional lands will conform to applicable Tennessee Smoke Management policies.

OPERATIONS

Fire Protection and Suppression: One agency may provide fire protection services on lands under the jurisdiction of the other, within their authority and as authorized by law.

Fire Notifications: All employees of either agency discovering or receiving reports of fires on lands protected by the other agency shall report fires promptly to the proper employee at the agency responsible for suppression action. Reports to TDF should be made to the State Fire Control Officer or to the person "on call" at the jurisdictional District Office. Reports to the USFS should be made to the Forest Dispatcher in Cleveland, TN or to the persons "on call" at the Forest Service District Ranger offices located throughout the state of Tennessee.

Fire Reporting: The USFS will report as Forest Service fires, all fires on which Forest Service crews are used regardless of land ownership and location and in addition all fires which burn wholly or in part on National Forest land which are extinguished by state crews.

The TDF will report as state fires, regardless of land ownership, those fires that are extinguished wholly or in part by TDF fire crews. These fires will be included in the Tennessee State Annual Fire Report to the USFS Regional Office. Fires suppressed by Forest Service crews on non-federal land without State assistance will not be included in the Tennessee AFR.

Boundary Line Fires: Boundary line fires will be the initial attack responsibility of both protecting agencies on either side of the boundary. Neither party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. Both agencies agree that each fire attacked jointly must have only one

incident commander. When both parties have arrived, the designation of the Incident Commander will be mutually agreed by ranking members of each agency and announced to dispatching offices of each agency. On any fire burning wholly or largely on National Forest land, the USFS Officer on the ground will be the recognized incident commander. The ranking officers of each agency shall mutually agree upon the fire control strategy with the areas of suppression responsibility more or less conforming to areas of protection responsibility. If the ranking officers cannot agree as to the management of the fire, they will report this to their respective superior officer. Actions will be taken, when practical, to prevent the fire from crossing jurisdictional boundaries.

Cost efficiencies will also be considered by the Incident Commanders from agencies to this agreement when developing suppression strategies. It may be necessary to relocate containment lines when considering factors such as loss and benefit to the land resource, social and political values, and existing legal statutes.

Independent Action on Lands Protected by Another Agency: Generally, there are no special land management considerations that affect independent action during initial attack. However, areas having special designation as wilderness or other resource issues on federal lands that are associated with suppression activities will be identified at the Unit Administrator level of each agency.

Land Management Considerations: All fire suppression action conducted on lands of another agency shall be consistent with that agency's fire suppression policy and the terms of this agreement. Areas having special designation as wilderness or other resource issues on federal lands that are associated with suppression activities will be identified at the Unit Administrator level of each agency. Only fires that are naturally ignited on Forest Service lands will be managed for resource benefits.

Minimal Impact Suppression Tactics (MIST) will be used in all wilderness areas. No mechanized equipment (chainsaws, leaf blowers, dozers, etc.) will be used except by approval of the Forest Supervisor.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The cost of these individuals shall be paid by the Jurisdictional Agency. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

Delegation of Authority: Agency Administrators will issue a Delegation of Authority to Incident Commanders on extended attack incidents. Delegation of Authority will outline budgetary constraints and expectations. The Incident Commander will return Delegation of Authority back to host unit at the incident close out meeting.

Resource Advisors: Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The cost of these

individuals shall be paid by the Jurisdictional Agency. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Communication Systems: The Agencies to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the agencies. Such agreement shall be approved only by Agency authorized personnel.

Fire Weather Systems: The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The Agencies to this Agreement will jointly evaluate and agree to any deletions or additions to the system. National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system for the Southern Area Geographic Area.

Cost Sharing: The managing jurisdiction of the land where the fire occurs will be responsible for all suppression costs that exceed the reciprocal fire assistance portion of this agreement. If the wildfire spreads to a neighboring jurisdiction, each jurisdiction will pay for its own resources.

When a wildfire that is being managed for resource benefit spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction shall be responsible for wildfire suppression costs.

In situations where weather, fuels, topography, or fire behavior of the wildfire precludes stopping the fire at jurisdictional boundaries, cost share methodologies may include, but are not limited to:

- a. Each jurisdiction pays for its own resources – fire suppression efforts from each agency occur primarily on jurisdictional responsibility lands,
- b. Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands,
- c. Cost share by percentage of ownership,
- d. Cost apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (map attached); privately owned property with structures; or specific locations such as campgrounds.
- e. Reconciliation of daily estimates based on Incident Action Plans or other means that determine multi-agency contributions.

If an agency agrees to accept or receive a wildfire that is to be managed for resource benefit on another jurisdictional agency lands,, the managing jurisdictional agency will be responsible for wildfire suppression costs.

Aviation Operations: The Agencies to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel.

Copper Hill Helicopter: During the spring fire season, from March 1 through April 29, the USFS will contract and manage an exclusive use helicopter at Copper Hill Helibase in Copper Hill, TN. The purpose of this helicopter is for interagency fire management use, primarily initial attack fire suppression. This helicopter and its staffing will be funded by the USFS, Cherokee National Forest. This helicopter is available for use on fires occurring on both state and federal lands. Helicopter operation costs exceeding the first 24 hours are reimbursable.

All requests for Forest Service air support, either air tanker drops or extended helicopter use, on forest fires on privately owned lands will be made through the TDF Fire Operations Office, State Forester or his designated representative. The Forest Service will bill the State by separate billing for the costs of these aircraft operations. The TDF will pay the Forest Service in accordance with Clause VI and EXHIBITS D through G of the COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT.

Aerial Detection: The USFS and the TDF agree to furnish their own aerial detection. All costs associated with detection flights will be paid for by the requesting agency. Aerial detection will be planned using the forecasted NFDRS indices and seasonal and historical fire occurrence.

The Tennessee Interagency Coordination Center will notify the TDF of planned detection flights for the Cherokee National Forest. The USFS will notify the TDF all fires detected outside of the national forest boundary.

Billing Procedures/Fire Suppression Billings: Provide as a minimum on each invoice/bill:

- Cooperator name, address, phone number, and agency financial contact,
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing,
- Location and jurisdictional unit
- Appropriate incident number (State code or Forest Service P-code/override)
- Summary cost data for the amount being billed. Use incident generated cost information or standard generated cost reports generated by the Agency to support the billing whenever possible.

Generally cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured. If available, also include a list of resource unit numbers or Agency equivalent covered by the billing.

Electronic Funds Transfer (EFT): Tennessee shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, Tennessee shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.


Cost Recovery: Agencies to this agreement may mutually agree to payment for equipment and/or property damages in extenuating circumstances. These payments will be negotiated by agency officials with appropriate authority and authorized in writing.

Waiver of Claims: It is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against the other Agency for any loss, damage, personal injury, or death of the Agency, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the protecting agency.

SIGNATURES



JERE E. JETER, State Forester
Tennessee Department of Agriculture, Division of Forestry

Date: 3-11-16


DERRICK JASAL MORRIS, Forest Supervisor
US Forest Service, Cherokee National Forest

Date: 3/18/16

The authority and format of this modification have been reviewed and approved for signature by:


JO ANN MCGEE
US Forest Service Grants & Agreements Specialist

Date: 3-17-2016